



# **CITY OF BRUNSWICK, MD PROCUREMENT & CONTRACTING**

One West Potomac St  
Brunswick, MD 21716

## **Request for Proposal / Quotation #2022-01**

### **Sidewalk Rehabilitation Phase 1**

Bids due by: **Tuesday, January 3, 2023 by 4:00pm**  
Bid Opening: **Tuesday, January 10, 2023, 6:00pm**  
Tentative Bid Award: **Tuesday, January 24, 2023, 6:00pm**

**Buyer:** City of Brunswick  
Jeremy Mose  
Phone: 301-834-7500  
[jmose@brunswickmd.gov](mailto:jmose@brunswickmd.gov)

## **NOTICE**

The City of Brunswick seeks sealed bids/quotes from contractors for a project to replace existing and add new concrete curbs (10,070 SF) & sidewalks (49,107 SF) that conform to City specifications at various locations in Brunswick, Md. The Brunswick Department of Public Works shall be responsible for the removal and disposal of all existing curbs / sidewalks included in the attached scope of work.

1. **SCOPE OF WORK:** Incorporated herein.
2. **WORK RESTRICTIONS:** If possible, roadway is to remain open and contractor may work between the hours of 7am to 6pm. All road closures must be coordinated with the City.
3. **DISPOSAL OF EXCESS MATERIALS:** At the request of the City, excess aggregate may be stockpiled at the City rubble site. All costs, labor, fees and equipment incurred for disposal of excess material shall be included in and considered incidental to the pay item(s) set in the bid.
4. **RESERVATIONS:** The City reserves the right to increase or decrease the quantities to be purchased at the prices quoted.
5. **PERIOD OF VALIDITY:** Unless otherwise specified, all formal quotes submitted shall be irrevocable for 120 days following the submission.
6. **COMPLIANCE WITH LAWS:** Contractor affirms;
  - A. To comply with federal auditing requirements, pursuant to 2 CFR Part 200, Subpart F the contractor shall register with SAM.gov.
  - B. Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
  - C. Is not in arrears with respect to the payment of any monies due and owing the City or Frederick County, including but not limited to the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the contract.
  - D. Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
  - E. Shall procure at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
  - F. Agrees the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
7. **HOLD HARMLESS/INDEMNIFICATION:** The Contractor shall indemnify and hold the City harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance. Provided the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the City, its employees, agents and officials.
8. **SUBSTANCE ABUSE POLICY:** The City of Brunswick recognizes the need to provide a safe and healthy work environment. The City has a zero tolerance for abuse of alcohol, illegal drugs, and the improper use of legal prescription drugs by Contractors or their employees. Abuse of this policy may cause termination under paragraph 10.

9. **SEXUAL HARRASSMENT:** The City of Brunswick is committed to creating a workplace free from sexual harassment of any form. It is a violation of this policy for any Contractor or their employees to harass anyone through conduct or communications of a sexual nature.
10. **TERMINATION:**
- A. Termination for Convenience: The performance of work under this contract may be terminated by the City, in accordance with this clause in whole, or from time to time in part, whenever the City determines that such termination is in the best interest of the City. The City will pay all reasonable costs associated with this contract the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
  - B. Termination for Default: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the City may terminate the contract, by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the City's option, become the City's property. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City can affirmatively collect damages.
11. **NON-ASSIGNMENT OF CONTRACT:** Neither the City nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the City, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.
12. **PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:**
- A. The City operates under the public information law, which permits access to most records and documents.
  - B. Quotes will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the quote to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article 4, General Provisions, Annotated Code of Maryland.
13. **SITE CONDITIONS:**
- A. The submission of a quote shall be considered representation the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation. The entire area to be serviced as described in the solicitation, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. Any field adjustments or deviations from Contract language must be validated and approved through the City Brunswick.

- B. The Contractor shall also be familiar with all Federal, State, and City laws, all codes and ordinances of the City, which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.
- C. The Contractor must make all attempt to avoid damages to existing utilities near the work site. The project shall not be considered complete until any damages to the residential driveway used for construction access and impacted utilities are repaired should they occur.

**14. TRAFFIC MAINTENANCE:** During all operations, the contractor shall be solely responsible for providing adequate advance warning to the traveling public both vehicular and pedestrian, on, along, or through work areas for all equipment engaged in the operations for the duration of the project contract work. If possible, the contractor will be required to cooperate with the owners of the properties and provide continuous access to all existing private and commercial establishments; insofar as possible while work is in progress. If possible, traffic shall remain open through work area.

- A. If traffic is required to be detoured around the work area the Contractor shall at least **5** working days prior to start of the work submit a Traffic Control Plan. This will be directed to the Director of Public Works who will forward the Plan to the Chief of Police for approval.
- B. Existing access to public, private and commercial properties shall be maintained.
- C. All traffic control devices, methods and materials used shall conform to the applicable specifications of the latest edition of the MUTCD. Temporary traffic signs and all associated hardware, fittings, posts, brackets and incidentals shall be removed from the project site when no longer needed and become the property of the contractor.
- D. Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged shall be replaced as directed by the Engineer.

**15. PAYMENTS TERMS:**

- A. The City will make Progress Payments within 30 days of submitted, staff/engineer approved invoices. Progress Payments will based on the percentage of the project completed at that time.
- B. Final payment will be made within 30 days of “Final Acceptance” by the City.
- C. Retainage – The City shall withhold retainage equal to 10% of the submitted invoice. The Contractor may request a reduction to 5% retainage held by the City at the completion of 50% of the project, with certification by the Contractor.

**16. CONTRACTOR DOCUMENTS SHALL BE SENT TO:**

City of Brunswick  
One West Potomac St.  
Brunswick, MD. 21716

- A. All quotes must be signed by an authorized officer or agent of the Contractor submitting the quote.
- B. The submission of a quote shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in the quote.

**17. TAX EXEMPTION:** City of Brunswick is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.

18. **INSURANCE REQUIREMENTS:** The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the City:

- A. Auto Liability coverage with minimum limits of:  
\$1,000,000 Combined Single Limit or \$1,000,000 each Person  
\$1,000,000 each Accident, \$1,000,000 Property Damage
- B. Workers' Compensation coverage with minimum statutory limits:  
Employers Liability coverage with minimum limits of \$100,000 per Accident, \$100,000 per Employee; and \$500,000 per Policy.
- C. General Liability coverage with minimum limits of:  
\$1,000,000 per Occurrence; \$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate
- D. General Liability must cover Premises, Operations, and Products/Completed Operations.
- E. General Liability policy (and any applicable Excess) must include the **MAYOR AND COUNCIL, CITY OF BRUNSWICK, MARYLAND** as an Additional Insured. Do not use abbreviations or change these words in any way.

Additional Insured wording **MUST** be accompanied by the corresponding endorsements. Blanket endorsements are acceptable. Additional Insured status must include Premises/Operations and Products/Completed Operations and must be maintained for a minimum of 3 years after completion of contract.

The Certificate Holder must be:  
Mayor and Council, City of Brunswick, Maryland  
One West Potomac St.  
Brunswick, Maryland 21716

19. **CONTRACTORS WARRANTIES AND GUARNTIES.** The Contractor shall guarantee the workmanship and materials will be free from any defects for a period of not less than one (1) year from the date of Substantial Completion thereof, and the Contractor shall be responsible for the replacement or repair, without additional charge, any defective portion of the project. The correction of such work shall include, without additional charge, all additional expenses and damages in connection with such removal or replacement of all or any part of the project.

As part of this contract the City, at its discretion, may withhold an agreed percentage of the total project cost for the warranty period to cover defect expenses if the contractor fails to mitigate the defect within thirty days of written notification from the City.

20. **PERFORMANCE BOND.** Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City, which secures the faithful performance of this Agreement, unless such requirement is waived by the City. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null **and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.**

21. **SCHEDULE OF PERFORMANCE.** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice and/or City executed Agreement. The time period for completion and Final Acceptance of this project will be 180 days commencing from date of this Agreement. When requested by the Contractor, extensions to the time period(s) specified here may be approved in writing by the City, but not exceeding one hundred eighty (180) days cumulatively.

22. **FORCE MAJEURE.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor. This includes, but not restricted to, delay in supply chain of materials, acts of God, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, litigation, and/or acts of any governmental agency, including the City. The Contractor within ten (10) days of the commencement of such delay shall notify the City in writing of the causes. The City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

23. **ACKNOWLEDGMENT:** The Contractor shall include a signed acknowledgment that all terms and conditions of the offer may, at the City's option, be made applicable to any contract issued as a result of this solicitation. Proposals that do not include such acknowledgment may be rejected. Executing and returning this acknowledgment will satisfy this requirement:

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the City's sole discretion, be made applicable to any contract as a result of this agreement.

SIGNATURE\*\*:\_\_\_\_\_ DATE:\_\_\_\_\_

PRINTED NAME:\_\_\_\_\_ TITLE:\_\_\_\_\_

EMAIL ADDRESS OF PERSON SIGNING FORM:\_\_\_\_\_

*\*\* Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The City reserves the right to require documentation to verify signatory status.*

24. **COMPANY INFORMATION:** The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:

LEGAL BUSINESS NAME\*:\_\_\_\_\_

FEDERAL TAX IDENTIFICATION NO. /SOCIAL SECURITY NO.:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

PHONE:\_\_\_\_\_ EMAIL:\_\_\_\_\_

REPRESENTATIVE'S NAME:\_\_\_\_\_ PHONE:\_\_\_\_\_

PRINTED NAME OF COMPANY SIGNATORY:\_\_\_\_\_

*\* The correct legal business name of the Contractor shall be used in all contracts. A trade name or nickname shall not be utilized in the submission of this quote.*

**THIS IS A CONTRACT EXECUTION PAGE**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

**CITY OF BRUNSWICK, Maryland**

A body corporate and politic of the State of Maryland

By: \_\_\_\_\_

By: \_\_\_\_\_  
David B. Dunn, City Administrator, City of Brunswick, MD

**CONTRACTOR:**

Contractor Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Contractor Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractor Address \_\_\_\_\_ Email: \_\_\_\_\_

Check one:    ☐ Individual  
                  ☐ Partnership  
                  ☐ Corporation

\_\_\_\_\_  
Name of Contractor Representative:

By: \_\_\_\_\_  
Signature, Authorized Representative  
(Notarized)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

State of: \_\_\_\_\_ City of: \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally  
appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal,

Notary Signature: \_\_\_\_\_

Notary Seal: